



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: (520) 432-8392 Fax: (520) 432-8397
Website: www.cochise.az.gov

Professional Services Agreement

Web Development Services

Agreement Number 14-25-ITD-03

THIS AGREEMENT is made and entered into this 17th day of December, 2013 by and between COCHISE COUNTY, hereinafter referred to as the COUNTY, and Rehab Creative, hereinafter referred to as the CONSULTANT.

I. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Consultant shall provide the services in accordance with Exhibit "A" Scope of Services/Fee Schedule.

II. COMPENSATION AND METHOD OF PAYMENT

In consideration for the performance of the services described in the Exhibit "A" Scope of Services/Fee Schedule, the County shall pay the Consultant following the submission of itemized invoices(s) for the services rendered not to exceed a total of \$72,000.00. No payment shall be issued prior to receipt of material or service and correct invoice. Each invoice must bear written certification by an authorized County representative confirming the services for which payment is requested have been performed. County agrees to pay all properly documented invoices for accepted work within thirty (30) days of receipt.

All notices, invoices and payment shall be made in writing and may be given by personal delivery or by mail.

The designated recipients for such notices, invoices and payments are as follows:

Consultant: Daniel Pfeiffer
Rehab Creative, LLC
770 West Hamden Avenue, Suite 341
Englewood, CO 80110

County: County of Cochise
Information Technologies Department
1415 Melody Lane, Bldg. D
Bisbee, AZ 85603
Contact Person: Tyson Mock

III. DURATION AND RENEWAL

The Consultant shall not commence any billable work or provide any material or services under this Agreement until Consultant receives a purchase order, or is otherwise directed to do so in writing by the County Procurement Director or his designee. The Consultant shall complete all work to the satisfaction of the County in accordance with the Scope of Services.

This agreement shall be in effect until satisfactory completion of development.

IV. TERMINATION

- A. The County may cancel this Agreement without penalty or further obligation pursuant to A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the County is or becomes, at any time while the Agreement or any extension of the Agreement is in effect any employee of, or Consultant to any other party to this Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when written notice from the County is received by the parties to this Agreement, unless the notice specifies a later time.
- B. This Agreement may also be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving the thirty (30) days written notice to the Consultant. The County at its convenience, by written notice, may terminate this Agreement, in whole or in part. If this Agreement is terminated, the County shall be liable only for payment under the payment provisions of this Agreement for services rendered and accepted material received by the County before the effective date of termination.
- C. The County reserves the right to cancel the whole or any part of this Agreement due to failure of the Consultant to carry out any term, promise or condition of the Agreement. The County will issue a written ten (10) day notice of default to the Consultant for acting or failing to act any of the following, in the opinion of the County:
 - 1. Consultant provides personnel who do not meet the requirements of the Agreement;
 - 2. Consultant fails to adequately perform the stipulations, conditions, or services/specifications required in the Agreement;
 - 3. Consultant attempts to impose on the County personnel, materials, products, or workmanship that is not of an acceptable quality;
 - 4. Consultant fails to furnish the required service and/or product within the time stipulated in the Agreement;
 - 5. Consultant fails to make progress in the performance of the requirements of the Agreement and/or gives the County a positive indication that consultant will not or cannot perform to the requirements of the Agreement.

V. ENFORCEMENT, LAWS AND ORDINANCES

This agreement shall be enforced under the laws of the State of Arizona. Consultant must comply with all applicable federal, state, and local laws, ordinances, and regulations. Consultant shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant.

VI. INDEPENDENT CONSULTANT

At all times the Consultant shall represent himself/herself to be an independent contractor offering services to the general public and shall not represent himself/herself, of his/her employees, to be an employee of the County of Cochise. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agree to indemnify, save, and hold the County of Cochise, its officers, agents and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

The Consultant is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Consultant should make arrangements to directly pay such expenses, if any. The County will not provide any insurance coverage to the Consultant including Workmen's Compensation coverage.

VII. MODIFICATIONS

This Agreement may only be modified by a written amendment signed by persons duly authorized to enter into Agreements on behalf of the County and the Consultant.

VIII. WAIVER

The failure of either party of this Agreement to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

IX. INDEMNIFICATION

The Consultant shall hold harmless and indemnify the County, its officers, agents and employees from all claims, demands, suits, damages and loss ("claims") which result from the negligence or intentional torts of the Consultant, its agents, officers and employees, in the performance of this Contract, but only to the extent that such claims arise from such negligence or intentional torts. To the extent permissible by law, the County shall hold harmless and indemnify the Consultant, its officers, agents and employees from all claims, demands, suits, damages and loss ("claims") which result from the negligence or intentional torts of the County, its agents officers and employees, in the performance of this Contract, but only to the extent that such claims arise from such negligence or intentional torts. The extent of the foregoing liabilities shall be limited to and determined by the respective fault of the parties, their agents, subcontractors and employees, in comparison with others (including, but not limited to, the other party) who may have contributed to or in part caused any such claim to arise.

X. INSURANCE

Consultant and sub-consultants shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or sub-consultants.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees or sub-consultants and Consultant is free to purchase additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Consultant shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | | |
|---|---|-------------|
| • | General Aggregate | \$2,000,000 |
| • | Products – Completed Operations Aggregate | \$1,000,000 |
| • | Personal and Advertising Injury | \$1,000,000 |
| • | Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: "The County of Cochise shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant".

2. **Automobile Liability**
Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The County of Cochise shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant, including automobiles owned, leased, hired or borrowed by the Consultant".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the County of Cochise.
- b. This requirement shall not apply when a Consultant or subConsultant is exempt under A.R.S. 23-901, **AND** when such Consultant or subConsultant executes the appropriate sole proprietor waiver form.

4. **Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Cochise is named as an additional insured, the County of Cochise shall be an additional insured to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Contract.
2. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be

suspended, voided or canceled except after thirty (30) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to the Cochise County Procurement Department, attention Terry Rutan, 1415 Melody Lane, Bldg C, Bisbee, Arizona 85603.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Consultant shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Cochise County Procurement Department, attention Terry Rutan, 1415 Melody Lane Bldg C, Bisbee, Arizona 85603. The County project/contract number and project description shall be noted on the certificate of insurance.

The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE COUNTY'S RISK MANAGEMENT DIVISION.**

- F. **SUBCONSULTANTS:** Consultants' certificate(s) shall include all sub-consultants as additional insured under its policies **or** Consultant shall furnish to the County separate certificates and endorsements for each sub-consultant. All coverage for sub-consultants shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Law Department, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

XI. MISCELLANEOUS PROVISIONS

- A. No assignment of this Agreement or sub-agreement shall be made by the Consultant with any other party for furnishing any of the services herein contracted for without the advance written approval of the Procurement Department.

All sub-consultants shall comply with Federal and State laws and regulations which are applicable to the services covered by the sub-agreement and shall include all the terms and conditions set forth herein which shall apply with equal force to the sub-agreement, as if the sub-consultant were the Consultant referred to herein. The Consultant is responsible for Agreement performance whether or not sub-consultants are used.

- B. The Consultant shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Agreement. Persons requesting such information must be referred to the County.
- C. All services, information, computer program elements, reports, and other deliverables which may have a potential patent or copyright value and which are created under this Agreement shall be the property of the County and shall not be used by the Consultant or any other person except with the prior written permission of the County.
- D. This Agreement is subject to the provisions of A.R.S. Sec. 38-511.
- E. The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable Federal regulations under the Act.
- F. **Intellectual Property.** Upon payment in full, the Consultant agrees that the County will have exclusive ownership of all work product that the Consultant produces under this Agreement, including the Consultant's copyright interest in the Work Product without exception. The Consultant grants the County a perpetual, non-exclusive license to make copies and to modify the Consultant's materials, without any additional payment or obligation.
- G. **Assignment and Moral Rights.** The Consultant assigns to the County all rights, title and interest the Consultant may now or in the future have in and to the Work Product. The Consultant waives the Consultant's moral rights to any and all copyrights subsisting in the Work Product. If required by the County, the Consultant agrees to sign, and to cause the Consultant's employees and subcontractors to sign, any applications or other documents the County may reasonable request:
 - a. to obtain or maintain patent, copyright, industrial design, trade-mark or other similar protections for the Work Product.
 - b. to transfer ownership of the Work Product to the County, and
 - c. to assist the County in any proceeding necessary to protect and preserve the Work Product.

The County will pay for all expenses associated with preparing and filing such documents.

XII. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

Consultant hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Consultant's employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The Consultant shall further ensure that each sub-consultant who performs any work for the Consultant under this Agreement likewise complies with the State and Federal Immigration Laws.

The County shall have the right at any time to inspect the books and records of the Consultant and any sub-consultant in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of the Consultant's or any sub-consultant's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subsection the Consultant to penalties up to and including suspension or termination of this Agreement. If the breach is by a sub-consultant, and the sub-agreement is suspended or terminated as a result, the Consultant shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the sub-agreement or retain a replacement sub-consultant, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

The Consultant shall advise each sub-consultant of the County's rights, and the sub-consultant's obligations, under this Section by including a provision in each sub-agreement substantially in the following form:

"The sub-consultant hereby warrants that it will at all times during the term of this Agreement comply with all federal laws applicable to the sub-consultant's employees and with the requirements of A.R.S. §23-214(A). The sub-consultant further agrees that the County may inspect the sub-consultant's books and records to insure that the sub-consultant is in compliance with these requirements. Any breach of this paragraph by the sub-consultant will be deemed to be a material breach of this Agreement subjecting the sub-consultant to penalties up to and including suspension or termination of this Agreement."

Any additional costs attributable directly or indirectly to remedial action under this Section shall be responsibility of the Consultant. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of the Consultant's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which the Consultant shall be entitled to an extension of time, but not costs.

XIII. FOREIGN INVESTMENT AND BUSINESS OPERATIONS:

By signing this agreement Consultant certifies that it does not have scrutinized business operations in Iran and Sudan as per A.R.S sec. 35-297.

This Agreement represents the entire agreement between the COUNTY and the CONSULTANT relating to this requirement and shall prevail over any and all previous verbal and written agreements.

Rehab Creative, LLC

Cochise County

Authorized Signature

Ann English
Chairman of the Board of Supervisors

Print Name and Title

Exhibit “A”
Scope of Services/Fee Schedule

Overview

Our engagement model is anticipated as an Agile/Time-and-materials professional services agreement, and the outlined component breakdown below will provide a target budget and pace to aim for.

“More Defined” Costs

- 1. User experience and information architecture – 80 hours @ 100/hr (\$8,000)**
 - a. This involves audience analysis, conceptual work around navigation paradigms and site-structure.
 - b. This also includes the creation of sitemaps and content inventories.
- 2. Visual design – 70 hours @ 100/hr (\$7,000)**
 - a. This involves the visual design concepts, refinements, and creation of various design patterns for buttons, forms, tables, etc.
- 3. Content Migration – 375 hours @ 50/hr (\$18,000)**
 - a. Manual migration of potentially 1,500 pages of content, involving removal of irrelevant assets, updating of document links to corresponding documents in the new filesystem structure.
- 4. Core development and programming – 300 hours @ 100/hr (\$30,000)**
 - a. This includes:
 1. HTML/CSS at the theme (frontend) layer
 2. Development of the Drupal backend
 3. Configuration and development of modules necessary to support stated functional requirements.
- 5. Project Management – 30 hours @ 100/hr (\$3,000)**
 - a. Meetings as necessary, emails, collab time in general, estimated at one tenth (1/10) of the development and programming time.
- 5. QA testing, link checking, pre-deployment environment testing – 50 hours @ 100/hr (\$5,000)**
- 6. Training – 20 hours @ 100/hr (\$2,000)**

“Less Defined” Costs, optional features, etc. (Anticipated)

- 1. Native job application engine – 30 hours @ 100/hr (\$3,000)**
 - a. Leverage the webform component used elsewhere in the site, with some HR-specific feature additions and workflow modifications.
- 2. Restaurant report card engine – 30-60 hours @ 100/hr (\$3,000 - \$6,000)**
 - a. There is some variability here depending on database migration requirements and full functional specs for this tool.
- 3. Calendaring and Event Registrations – 40-70 hours @ 100/hr (\$4,000 - \$7,000)**
 - a. The range here is due to lack of granular definition around how this will need to work, ideally in a department-agnostic fashion (ie: determining some global requirements that don't vary department-to-department)

Overview

Cochise County is seeking a new, Drupal based website to replace the existing website at <http://cochise.az.gov>. This site will serve all county departments and will attempt to unify several existing tools under one umbrella.

The new website will incorporate a brand new design, and will be responsive, supporting phone and table devices. Navigation paradigms should support ease of user for the end-user and allow faceted presentation of departmental content.

Functional requirements

1. Responsive

- a. The new site needs to be fully responsive (aside from administrative interfaces) and provide a highly-functional interface regardless of viewing device.
- b. There should not be a separate mobile site to maintain.

2. Department content and access controls

- a. The attached schematic (department-structure.pdf) shows the county's organizational hierarchy.
- b. This will serve as one facet of content hierarchy on the site, but not necessarily the primary navigational path.
- c. Each department will need editorial access to their own content, but not cross-department.

3. Standardization of departmental presentation

- a. Each department's content should be structured as uniformly as possible.
- b. This is especially true on departmental main pages, to aid the user in finding relevant content in a similar way, regardless of the department they enter.
- c. Use of a template, and defined content and multimedia fields will allow each department to craft similarly structured landing pages.

4. Preservation of existing content

- a. We have identified approximately 1,500 pages of content that may need to be migrated to the new site.
 1. 765 pages on Cochise.az.gov (this is the primary site content to be migrated)
 2. 723 Pages on co.cochise.az.gov
 - i. This constitutes "peripheral content"
 - ii. This is content handled by several additional tools, such as job postings, restaurant report cards, etc.

- iii. The current site is text-heavy, and difficult to digest, especially for a first-time visitor to a departmental page.
 - 3. There are 5,000+ pages on agenda.cochise.az.gov that do not need to be migrated.
 - b. Embedded and referenced images and multimedia files have not been counted separately, and their preservation will be variable on whether or not they contribute to the aesthetic of the new site.
 - c. There are approximately 980 document assets (PDF, .DOC, etc.) that will need to be migrated to the new server, and contextually linked where applicable.
 - 1. 979 of these reside on cochise.az.gov and co.cochise.az.us
 - 2. 2380 documents reside on agenda.cochise.az.gov and do not need to be migrated.
- 5. Mandatory functions provided by third party tools, not requiring development as part of this engagement.**
- a. Payment Gateways and commerce.
 - 1. Each department has their own arrangements for handling various online payments.
 - 2. Development of a commerce engine is not required.
- 6. Mandatory functions that “may” be handled by the website, or not, depending on providers presently being evaluated.**
- a. Mapping.
 - 1. Surfacing GIS mapping data on the website may be handled a number of ways, but generation of the maps will be handled by a third party tool.
 - 2. Integration (or embedding) of the generated maps needs to be supported in some fashion.
 - 3. Synchronization of GIS mapping data with Drupal-native location entities TBD- this would allow more flexibility around the presentation and filtering of location-based data.
 - b. Calendaring.
 - 1. Calendaring may be handled natively by Drupal, or by surfacing public calendars from Office 365 or other third party sources.
 - 2. Implementation of event details and linking will vary based on chosen implementation.
 - c. Event management and registration.
 - 1. Event registration may be handled natively by Drupal or by methods similar to the calendaring mechanism mentioned above.

- d. HR/job Application Management.
 - 1. This may be handled by NeoGov, a third party system specializing in HR tools, or may be handled via Drupal.

7. Functionality requested by various departments, and may or may not be implemented depending on budgetary constraints.

- a. "Report a problem" tool
 - 1. This was requested by Zoning, Highways and even the Sheriff's departments to allow mobile phone users to easily take a picture of an incident, location, etc. and submit a report with the attached geo-location information, and a photo.
- b. Restaurant Report Cards
 - 1. This is presently using a separate existing system, and may, or may not need to be converted to a Drupal system.
 - 2. Data migration needs TBD
 - 3. Detailed functional requirement for this component TBD.

8. General functional notes

- a. Departments need to have the ability to create:
 - 1. Blog posts
 - i. "High Priority/Emergency" that appear in a global stream
 - ii. General news and content that appears in their departmental feed.
 - 2. Surveys and feedback forms
 - i. These will be configurable to capture to the Drupal data base as well as email to specified recipients.
 - 3. Various documents, structural requirements TBD by department.

TARGET DEVELOPMENT MILESTONES

January 6

Post-discovery project kickoff.

January 20

Completion of development environments, project infrastructure, and planning phases. Base Drupal install and dependent modules up and running.

February 3

Review of sitemap and overall project architecture. This will expand on materials produced during our discovery engagement and will be the driver for proposed navigation structures and site interaction models.

February 11

First round of design deliverables-this will entail presentation and discussion of our two divergent design directions. These design directions will not necessarily incorporate all architectural decisions, but will be moving toward in tandem. The outcome of this meeting will most likely drive refinement of the preferred direction.

February 21

Second round of design review, with higher fidelity around navigation components and reusable design patterns and components.

March 3

Content inventory complete – this will be an spreadsheet (collaborative google doc) to track site content requirements, status and ownership.

March 7

Final approval of design mocks – at this point we will move on to translating the designs to code (Themeing).

April 7

Theme **development** 90% complete and implemented.

April 30

Primary site shells (as far as static content is concerned) complete and reviewable with placeholder text.

May 30

Functional components, custom modules, widgets and other peripheral components complete and ready for review.

May 15 – June 31

Content population, imagery acquisition, etc.

June 31 – July 20

Target “hands off” date, during which the site is available for internal scrutiny and review. Ideally this does not result in any feature requests, but identification of bugs, content omissions, functional problems, etc.

July 30 – August 10

Implementation fixes and feedback from internal review period.

August ?

Deploy to public server